

## GENERAL TERMS AND CONDITIONS

Last updated: November 29, 2025

### 1. Definitions and Parties

1.1 These General Terms and Conditions (“Terms”) govern access to and use of the online platform and web application operated at <https://extra-services.ca> (the “Portal”).

1.2 The Portal is operated by Extra Services Canada Incorporated, a corporation organized under the laws of the Province of Ontario, with its registered office at 101-91 Skyway Avenue, Toronto, Ontario, M9W 6R5, Canada (“Company”, “we”, “us” or “our”).

#### 1.3 In these Terms:

- “Customer” means any individual or entity that submits a Request for services through the Portal.
- “Provider” means any individual or entity that registers on the Portal to offer and perform services for Customers (including PARTNER, EXTRA PARTNER and EXTRA FRANCHISEE tiers, as defined below).
- “Request” means a service inquiry, quote request, job posting or similar expression of interest submitted by a Customer via the Portal.
- “Wallet” means a pre-paid, electronic balance maintained by the Company for a Provider and used to pay fees for reserving Requests, as described in these Terms.
- “User”, “you” or “your” means any Customer or Provider using the Portal.

1.4 By accessing or using the Portal, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy (together, the “Agreement”). If you do not agree, do not use the Portal.

#### 1.5 You represent that you are:

- (a) at least the age of majority in your province or territory of residence; and
- (b) legally capable of entering into binding contracts.

### 2. Our Role – Marketplace Platform Only

2.1 The Portal is an online marketplace that enables:

- (a) Customers to submit Requests for services; and
- (b) registered Providers to view, reserve and respond to those Requests and to offer and perform services for Customers.

2.2 When a Provider reserves a Request and offers to perform services, any contract for services is formed solely between the Customer and the Provider. The Company is not a party to that contract and does not provide the services described in the Request.

2.3 The Company is not an employment agency, placement agency, or employer of any Provider and does not supervise or control how Providers perform their work.

**2.4 The Company:**

- (a) does not guarantee that any Request will be accurate, lawful, or actually proceed to a contract;
- (b) does not guarantee the quality, fitness, or outcome of any services offered or provided by a Provider;
- (c) does not guarantee that any Customer will pay for services; and
- (d) does not routinely verify the identity, qualifications, licences, or insurance of Users (unless we expressly state otherwise in writing).

**2.5 Users are solely responsible for:**

- (a) evaluating the suitability of their counterparties (Customers or Providers);
- (b) negotiating and agreeing the scope, timing, and price of the services; and
- (c) fulfilling all legal, licensing, tax and other obligations that apply to them.

**3. Eligibility, Accounts and Electronic Communication**

**3.1 Customer access.** Customers may submit Requests without creating an account, but must provide accurate and complete contact information.

**3.2 Provider registration.** To access the Provider functions of the Portal, you must create a Provider account and profile, providing accurate, current and complete information. You agree to keep this information up to date.

**3.3 You are responsible for:**

- (a) keeping your login credentials confidential;
- (b) all activity that occurs under your account; and
- (c) notifying us promptly if you suspect any unauthorized use or security breach.

**3.4 The Portal and these Terms are offered in English.** Where required by law (for example, in Québec), we may also offer a French version; in case of any inconsistency, the version required by applicable law will prevail.

**3.5 You agree that we may communicate with you electronically (including through the Portal interface and by e-mail).** To the extent permitted by applicable law, electronic communications and electronic “click-through” acceptance of these Terms are deemed to satisfy any requirement for a document to be “in writing” and “signed”.

**4. Use of the Portal by Customers**

**4.1 When submitting a Request, the Customer must:**

- (a) provide accurate and complete contact information;
- (b) clearly describe the requested services; and
- (c) not conceal the true purpose of the Request (for example, by using a Request to promote or advertise the Customer’s own products or services).

**4.2 Once a Request is reserved by a Provider, the Customer may receive a notification (for example, SMS, e-mail, or in-Portal message) with information about that Provider.**

4.3 The Customer is free to:

- (a) accept, negotiate with, or decline any Provider; and
- (b) choose any Provider (including someone not found via the Portal).

4.4 Any fees for services are payable directly by the Customer to the Provider under their separate agreement. The Provider is solely responsible for all warranties and guarantees relating to the services.

4.5 We may, without notice and without liability to you, suspend or restrict a Customer's access to the Portal if:

- (a) we are required to do so by law, court order, or a regulator;
- (b) we reasonably believe the Customer has breached these Terms or applicable law;
- (c) we reasonably suspect fraud, misrepresentation, or misuse of the Portal; or
- (d) it is reasonably necessary to protect the security, integrity or reputation of the Portal or other Users.

## 5. Provider Tiers and Financial Terms

### 5.1 Provider Tiers

Subject to eligibility and any additional agreements, Providers may register as one of the following tiers:

- (a) PARTNER – pays per Request reservation (and may use a Wallet, as described below);
- (b) EXTRA PARTNER – pays a one-time registration fee and then a commission on completed jobs sourced via the Portal;
- (c) EXTRA FRANCHISEE – pays a licence fee and operates under a separate franchise or licence agreement with the Company.

Additional eligibility criteria, fees and benefits for each tier are described on the Portal and/or in a separate written agreement. In the event of conflict, the separate written agreement will prevail over these Terms.

### 5.2 PARTNER Providers

5.2.1 Registration as a PARTNER is free of charge. By registering as a PARTNER, you agree to pay the applicable fees for each Request you voluntarily reserve, as set out in our current price list for your country or region.

5.2.2 Fees are exclusive of applicable taxes (including GST/HST and provincial sales taxes). These taxes will be added as required by law.

5.2.3 Wallet. A PARTNER Provider may pre-pay fees into a Wallet.

- (a) Minimum and maximum top-up amounts, as well as any promotional bonuses (for example, first-time top-up bonus), will be described on the Portal and may change from time to time.
- (b) Wallet balances (including bonuses) may be used only to pay fees for Request reservations on the Portal.

#### 5.2.4 Refunds of Wallet balances.

- (a) To the extent permitted by applicable law, Wallet balances are generally non-refundable, except where we are required by law to refund unused pre-paid amounts.
- (b) If we close your account for reasons other than your breach of these Terms, we may (at our discretion and subject to applicable law) refund some or all of your unused Wallet balance, less any outstanding fees or adjustments.

#### 5.2.5 A PARTNER Provider is responsible for paying the fee for each Request that they choose to reserve, even if:

- (a) the Customer ultimately does not proceed with the job;
- (b) the Provider and Customer cannot agree on price or scope; or
- (c) the job is performed by a different Provider.

#### 5.2.6 PARTNER Providers must:

- (a) comply with all applicable federal, provincial, territorial and municipal laws, regulations and licensing requirements where they provide services;
- (b) not share or sell access to their Provider account; and
- (c) clearly inform each Customer that they are not a franchisee or agent of the Company (unless they are an EXTRA FRANCHISEE under a separate written agreement).

### 5.3 EXTRA PARTNER Providers

#### 5.3.1 To become an EXTRA PARTNER, a Provider may be required to:

- (a) have a minimum level of experience in their trade or profession (for example, a minimum number of years); and
- (b) pay a one-time registration fee, as set out on the Portal or in a separate agreement.

#### 5.3.2 EXTRA PARTNER Providers may benefit from features such as:

- (a) inclusion in enhanced search or promotional listings;
- (b) a certain number of Request reservations per month at a discounted or zero per-reservation fee (as described on the Portal); and/or
- (c) other program benefits.

The specific benefits are described on the Portal and may change from time to time.

#### 5.3.3 EXTRA PARTNER Providers agree to pay the Company a commission on income earned from jobs resulting from Requests reserved through the Portal. The commission rate, calculation method, and payment terms will be set out on the Portal and/or in a separate written agreement.

#### 5.3.4 EXTRA PARTNER Providers must:

- (a) maintain accurate, complete and timely statistics and reporting on completed jobs originating from the Portal, as reasonably requested by the Company;
- (b) comply with all applicable laws and licensing requirements;
- (c) not share their account; and
- (d) clearly inform Customers that they are not franchisees or agents of the Company (unless they are EXTRA FRANCHISEES).

## 5.4 EXTRA FRANCHISEE Providers

5.4.1 EXTRA FRANCHISEE Providers operate under a separate franchise or licence agreement with the Company. Those agreements set out additional rights and obligations (territory, brand use, minimum performance targets, fees, and so on).

5.4.2 In the event of conflict between these Terms and an executed franchise or licence agreement, the franchise or licence agreement will prevail with respect to the subject matter of that agreement.

## 6. Provider Obligations

6.1 After reserving a Request, the Provider must make a good-faith effort to contact the Customer within a reasonable period (for example, within three business hours, during normal local business hours), using the contact details provided.

6.2 All commercial terms, including price, payment, scope of work, scheduling, warranties and refunds, are agreed directly between the Customer and the Provider.

6.3 Providers are solely responsible for:

- (a) having and maintaining any licences, permits, registrations, insurance, bonding and certifications required by law to perform the services;
- (b) providing services with reasonable skill, care and diligence, in accordance with industry standards;
- (c) ensuring that their advertising and representations to Customers are accurate, not misleading, and compliant with applicable consumer protection and marketing laws;
- (d) reporting and remitting all applicable taxes; and
- (e) complying with all workplace health and safety laws.

6.4 Providers must not:

- (a) allow any third party to use their account;
- (b) create multiple or fictitious accounts to circumvent any limits, pricing, or performance metrics; or
- (c) misrepresent their identity, qualifications, insurance, or relationship with the Company.

The Company may suspend or terminate any account involved in such activities and may seek damages or other remedies available at law.

## 7. User Content and Conduct

7.1 Users may submit content to the Portal, including Requests, profiles, reviews, comments, photos, pricing information and other materials ("User Content").

7.2 By submitting User Content, you represent and warrant that:

- (a) you own or have the lawful right to use and license the User Content;
- (b) the User Content is accurate to the best of your knowledge and is not misleading; and
- (c) the User Content does not infringe any third-party rights (including intellectual property, privacy, or personality rights) or violate any law.

7.3 You grant the Company a worldwide, non-exclusive, royalty-free, sublicensable licence to use, reproduce, modify, display and distribute your User Content in connection with operating, promoting and improving the Portal.

7.4 You must not post, upload, transmit or otherwise make available through the Portal any content that:

- (a) is unlawful, harmful, defamatory, harassing, threatening, hateful, discriminatory or otherwise objectionable;
- (b) contains personal information of others without their consent;
- (c) contains viruses, malware or other harmful code; or
- (d) violates these Terms or any applicable law.

7.5 The Company does not undertake to monitor all User Content, but reserves the right to remove or disable access to any User Content, or suspend any account, where we reasonably believe it:

- (a) breaches these Terms or applicable law; or
- (b) may harm the Company, the Portal or other Users.

## 8. Prohibited Uses

8.1 You must not use the Portal in any manner that:

- (a) is fraudulent, abusive or deceptive;
- (b) involves submitting false or fictitious Requests;
- (c) imposes an unreasonable or disproportionately large load on our infrastructure or interferes with the proper working of the Portal;
- (d) attempts to gain unauthorized access to systems, networks or data;
- (e) attempts to circumvent, disable or interfere with security or access-control measures;
- (f) uses any scraping, harvesting, or data-mining tools without our prior written consent;
- (g) is for competitive analysis, development of a competing service, or any use that is directly competitive with the Company, except with our prior written consent; or
- (h) infringes intellectual property, privacy or other rights of any person, or violates any law.

8.2 You are responsible for making sure that any data or information you provide to us via the Portal can lawfully be collected, used and disclosed by us in accordance with our Privacy Policy and applicable privacy laws (including PIPEDA and any substantially similar provincial laws).

## 9. Privacy and Data Protection

9.1 The Company collects, uses and discloses personal information in accordance with:

- (a) Canada's federal Personal Information Protection and Electronic Documents Act (PIPEDA); and
- (b) any substantially similar provincial private-sector privacy laws that may apply (for example, in Québec, British Columbia and Alberta), as well as other applicable privacy and data-protection laws.

9.2 For details on how we handle personal information, please refer to our Privacy Policy, which forms part of this Agreement.

9.3 If you provide us with personal information of a third party (for example, a contact person at your company or details of a customer), you represent that you have obtained all necessary consents or have another lawful basis to do so.

## 10. Availability, Disclaimers and Limitation of Liability

10.1 While we aim to keep the Portal available and secure, the Portal is provided on an "as is" and "as available" basis. We do not warrant that it will be uninterrupted, error-free, secure, or free of viruses or other harmful components.

10.2 To the fullest extent permitted by applicable law, we disclaim all warranties, representations and conditions, whether express, implied or statutory, including any implied warranties or conditions of merchantable quality, fitness for a particular purpose, non-infringement, or arising from a course of dealing or usage of trade.

10.3 To the fullest extent permitted by law, and except for liability that cannot be limited or excluded (such as for fraud, intentional misconduct, or where prohibited by consumer-protection law), the Company and its directors, officers, employees and agents will not be liable for:

- (a) any indirect, consequential, incidental, special, punitive or exemplary damages; or
- (b) any loss of profit, revenue, business, goodwill, data, or anticipated savings,

arising out of or in connection with the Portal, these Terms, or any services provided by or to any User, even if we have been advised of the possibility of such damages.

10.4 To the fullest extent permitted by law, our aggregate liability to you arising out of or in connection with the Portal or these Terms will not exceed:

(a) the total fees paid by you to us in the six months immediately preceding the event giving rise to the claim; or

(b) CAD \$500,

whichever is greater.

10.5 Nothing in these Terms is intended to limit or exclude any rights or remedies that cannot be limited or excluded under applicable consumer-protection laws in your province or territory.

## 11. Suspension, Termination and Changes

11.1 We may, at any time and without notice, suspend, restrict or terminate your access to the Portal or your account if we reasonably believe that:

- (a) you have breached these Terms or applicable law;
- (b) your account has been compromised;
- (c) your activities may cause harm or liability to us, other Users, or third parties; or
- (d) we are required to do so by law or by a court or regulatory authority.

11.2 You may stop using the Portal at any time and may request closure of your account by contacting us at [info@extra-services.ca](mailto:info@extra-services.ca).

11.3 We may update these Terms from time to time. When we make material changes, we will:

- (a) post the updated Terms on the Portal with a new "Last updated" date; and
- (b) where required by law or where the changes are material, provide you with advance notice (for example, by e-mail or in-Portal notice) and indicate when the changes will take effect.

11.4 If you do not agree with the updated Terms, you must stop using the Portal and may request closure of your account. By continuing to use the Portal after the effective date of the updated Terms, you are deemed to accept them, to the extent permitted by law.

## 12. Governing Law and Dispute Resolution

12.1 Except where prohibited by applicable law (including certain consumer protection laws that may require application of the laws of your province or territory of residence), this Agreement and any dispute or claim arising out of or relating to it or the Portal are governed by the laws of the Province of Ontario and the federal laws of Canada applicable in that province, without giving effect to conflict-of-laws principles.

12.2 Subject to any mandatory rights you may have under applicable law, you agree that any dispute between you and the Company shall be brought exclusively in the courts of the Province of Ontario, located in the City of Toronto, and you consent to the personal jurisdiction of such courts.

12.3 Nothing in this section limits any right you may have under consumer-protection laws to bring a claim in the courts of your province or territory of residence.

## 13. General

13.1 If any provision of these Terms is held to be invalid, illegal or unenforceable, the remaining provisions will remain in full force and effect.

13.2 Our failure to enforce any right or provision of these Terms does not constitute a waiver of that right or provision.

13.3 You may not assign or transfer this Agreement or any of your rights or obligations hereunder without our prior written consent. We may assign or transfer this Agreement (in whole or in part) without your consent, for example in connection with a merger, acquisition, corporate reorganization, or sale of assets.

13.4 The headings in these Terms are for convenience only and do not affect their interpretation.

13.5 These Terms, together with our Privacy Policy and any additional agreements expressly incorporated by reference (such as a franchise or licence agreement), constitute the entire agreement between you and the Company with respect to the Portal and supersede all prior or contemporaneous understandings or agreements, whether written or oral.